MYSORE DISTRICT.

Notification dated 15th July 1938.

The undermentioned quantities of timber will be sold by public auction by the District Forest Officer, Mysore District, or any other officer deputed by the District Forest Officer at 2 P.M., on the dates noted against each under the following conditions :—

Name of Depot and place of sale.	Date of sale	Teak	Honne	Mathi	Bite	Other kinds	Remarks
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Hunsur Sale Depot ..	26—8—1938	3,500	1,000	300	200	200	More or less.
Periyapatna Sale Depot ..	29—8—1938	2,000	500	200	200	100	Do
Chamarajanagar Sale Depot..	2—9—1938	1,500	2,500	2,000	150	500	Do
Nanjangud Sale Depot ..	5—9—1938	1,000	500	600	200	200	Do

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchases not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid on the spot.

(*b*) The deposit of Rs. 200 to be placed with the officer conducting the sale is reduced to Rs. 50 in cases where the purchase of timber does not exceed Rs. 200 in value in Hunsur and Periyapatna Depots only.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In the case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance of instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1939. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 22nd June 1938.

The attention of the public is invited to the detailed Notification of date relating to the auction sale of timber in Ripponpet Range, on 30th July 1938, published in the *Mysore Gazette*, dated 14th July 1938, *vide* pages 1154 and 1155 of Part VI.

Notification dated 18th July 1938.

Sealed tenders are invited for the preparation and carting of timber in the Shimoga Division, as noted in the annexed schedule.

2. The tenders should be addressed to the District Forest Officer, Shimoga Division, so as to reach him, on or before the 15th August 1938, 2 P.M. Any tender received after the abovementioned date and time will not be taken notice of.

3. Each tender should be accompanied by an earnest money deposit of Rs. 100 in currency notes and should be registered, insured and superscribed "Tender for carting timber." Tenders may be submitted for one or more forest coupes, or for any whole Range or Ranges.

4. The right of accepting or rejecting any tender is vested in the Conservator of Forests who is not bound to assign any reason for accepting or rejecting the highest or lowest tender. The rate to be offered should be per cubic foot and for each coupe and depot and should be quoted definitely as so much per c.ft. No notice will be taken of such tenders which quote as "3 pies or so less than what others have offered, etc." The successful tenderer or tenderers are required to enter into an agreement with the District Forest Officer, within a week of the intimation given to him or them, binding to observe the following conditions, in default of which the contract is liable to be cancelled and earnest money forfeited to Government. The tender rates will be given effect to from the date of sanction of the same by the Conservator of Forests.

5. In fulfilment of the terms of the contract, he or they should deposit in the Government Savings Bank, a sum of Rs. 100 (one hundred only) in the name of the District Forest Officer. The amount is liable to be forfeited to Government for the breach of any or all the conditions of the agreement and the contract cancelled.

6. The earnest money of the successful tenderer or tenderers will be retained towards a portion of the security for the fulfilment of the terms of the contract, after the bond is executed, and of others will be returned to the parties concerned.

7. The subjoined schedule shows the quantities of timber to be prepared and carted from each coupe.

8. Separate rates should be quoted for preparation and carting.

Conditions.

(*a*) The contractor should fell only such of the trees as are marked by the Range Officer. Felling of any tree not containing the marking number and the impression of the marking hammer will constitute an offence.

(*b*) The trees so felled should be taken up in a serial order and converted into logs by dressing, which should be done properly and neatly, by means of felling axes.

(*c*) While preparing timber, all utilizable portion of the trees should be fully turned into timber and no useful portion of a tree should be allowed to go to waste.

(*d*) The instructions to be given by the local Range Officers in the matter of felling and dressing of logs should be properly heeded.

(*e*) All good and sound timber passed by the respective Range Officers should be carted to the Depots as noted in the annexed schedule.

(*f*) The present contract is for the period ending with 30th June 1939 from the date of acceptance of the tender.

(*g*) The minimum quantities to be prepared and carted to the Depots by the contractor will be as follows :—

One-fourth of the contracted quantity by the end of November 1938, one-half of the contracted quantity by the end of January 1932, and the remaining by the end of March 1939. But the contractor must be able to prepare or to cart a larger quantity at any time when called upon to do so. Failure on the part of the contractor to prepare or to cart the timber as noted above entails the forfeiture of the whole or such portion of the security as the District Forest Officer deems fit. If the preparation or carting work of the contractor is slack, and if in the opinion of the District Forest Officer, the contractor is not likely to discharge his obligations, the District Forest Officer will at once cancel the contract, forfeit the security, and make other arrangements for the preparation or carting of timber. Any extra expenditure which the Department has to incur for this purpose will be made good by the contractor.

(*h*) No timber should be removed from the Forest without obtaining a passport from the Forest Range Officer or such other subordinate authorised by him.

(*i*) All timber for which passports have been obtained should be delivered in the Depot, at the latest within one month of the issue of passes. Any timber not reaching the Depot within the above period will be treated as lost, and the value thereof will be recovered at the Depot rates from the contractor from the amount of the next bill due to him.

(*j*) In the matter of consigning different kinds of timber from time to time, the contractor should abide by the instructions of the Range Officer.

(*k*) The Range Officer at the beginning of each period mentioned in clause (*g*) will inform the contractor in writing, the quantity of timber available for carting.

(*l*) The contractor during the currency of his contract shall not take up any other similar contracts.

(*m*) The contractor shall abide by the rules of the Department as regards the kindling of fires and hold himself responsible for any offence committed by him or his agent, employees or cartmen.

(*n*) The security furnished will be returned to the contractor three months after the expiry of the contract period, if the whole or any portion of which is not forfeited to Government by the violation of any of the terms of the contract, as also satisfying that no timber is outstanding against the contractor.

(*o*) Charges of coolies employed for tying and untying chains to elephants employed for dragging timber and also charges for making temporary cart-tracks from the coupes should be met by the contractor.

(*p*) In the case of unsound and hollow logs, preparation and carting charges will be deducted to the extent of hollowness or unsoundness of timber.

Statement showing the details of timber to be prepared and carted from the several coupes of forests to the Depots, Station, etc., during the year 1938-39.

Name of Range	Name of Forest or working circle	Coupe No. and year	Depot to which to be carted	No. of miles from coupe to Depot	Quantity to be prepared in the coupe	Quantity to be carted to Depots
					C.ft.	C.ft.
1. Agumbe ..	Agumbe and Balehalli State Forests.	Old and new coupes ..	Shimoga Saw Mills and Timber Depot	60	5,000	5,000
	Mrugavadhe and Shedgar State Forests.	Do ..	do	30	4,000	4,000

Name of Range	Name of Forest or working circle	Coupe No. and year	Depot to which to be carted	No. of miles from coupe to Depot	Quantity to be prepared in the coupe	Quantity to be carted to Depots
					C.ft.	C.ft.
2. Sacrebyle ..	Pir Sab F. S. ..	V of 38-39	Shimoga Saw Mills and Timber Depot	15	500	500
		VI of 39-40	Do ..	15	3,000	3,000
		Old coupes	Do ..	15		250
	Mattigundi F. S. ..	V of 38-39	Do ..	15	500	500
		VI of 39-40	Do ..	16	2,000	2,000
		Old coupes	Do ..	16		250
	Surahonne F. S. ..	V of 38-39	Do ..	11	2,000	2,000
		VI of 39-40	Do ..	12	2,000	2,000
		Old coupes	Do ..			250
	Conversion area ..	V of 38-39	Do ..	14	10,000	10,000
		VI of 39-40	Do ..	16	10,000	10,000
	Bommenahalli St. Ft. ..	Old and new coupes ..	Do ..	16	3,000	3,000
	Ubbur St. Ft. ..	Do ..	Do ..	27	6,000	6,000
	Bommenahalli Dt. Ft.	Do ..	Do ..	16	2,000	2,000
	Thalale Dt. Ft. ..	Do ..	Do ..	18	2,000	2,000
	Kanagalkoppa Dt. Ft.	Do ..	Do ..	18—20	1,500	1,500
	Kigadi Dt. Ft. ..	Do ..	Do ..	18	1,000	1,000
	Ubbur Dt. Ft. ..	Do ..	Do ..	26	1,000	1,000
	Mandagaddo Dt. Ft. ..	Do ..	Do ..	16—20	1,000	1,000
3. Shankar ..	Setthalli F. S. ..	VI of 39-40, ...	Do ..	12—13	10,000	10,000
		38-39 and other coupes ..	Do ..	12		750
	Hanagere F. S. ..	VI of 39-40	Do ..	18	10,000	10,000
		38-39 and old coupes ..	Do ..	18		750
	Maleshankar F. S. ..	V of 38-39 and VI of 39-40,	Do ..	18—19	10,000	10,000
		Old coupes	Do ..	18—19		500
	Kalkoppa F. S. ..	VI of 39-40	Do ..	18—19	5,000	5,000
		Old coupes	Do ..	18—19		500
	Conversion coupe ..	VI of 39-40 and old coupes.	Do ..	10	2,000	2,000
4. Hanagere ..	Hanagere E. F. S. ..	1938-39 coupe	Do ..	23	8,000	10,000
		Old stock	Do ..	23		1,000
		Old coupes	Do ..	22	4,000	4,000
	Hanagere W. F. S. ..	1938-39 coupes ..	Do ..	28	500	5,320
		Old stock	Do ..	28		500
		Old coupes	Do ..	28	5,000	5,000
	Kudi St. Ft. ..	Coupe 8 old coupes ..	Do ..	20	7,000	7,000
	Kikkeri Dt. Ft. ..	....	Do ..	24	5,000	5,000
	Kannarige Dt .Ft. ..	....	Do ..	28	5,000	5,000
	Aramballi Dt. Ft. ..	....	Do ..	30	3,000	3,000
5. Ripponpet ..	Massur St. Ft. ..	1938-39 coupe	Shimoga ..	22	1,500	1,500
		Do	Arasalu ..	4	500	500
		Old coupes	Shimoga ..	22	500	500
	Settikere Plantation ..	1939-40	Do ..	20	5,000	5,000
		Do	Arasalu ..	3	500	500
	Harohitlu St. Ft. ..	1938-39	Shimoga ..	25	6,000	6,000
		Do	Arasalu ..	4	1,000	1,000
	Kumadvati	1938-39	Shimoga ..	40	8,000	8,000
		Do	Arasalu ..	20		
		Old coupes	Do ..	20	1,000	1,000
	Kagachi Dt. Ft. ..	1937-38	Do ..	20	1,000	1,000
	Dombesara	....	Do ..	28	500	500
		....	Shimoga ..	50	500	500
	Adinasara Dt. Ft. ..	....	Arasalu ..	28	3,000	3,000
		....	Shimoga ..	50	1,000	1,000
	Huthahalli Dt. Ft. ..	....	Arasalu ..	25	3,000	3,000
		....	Shimoga ..	47	1,000	1,000
	Sulkodi Dt. Ft.	....	Arasalu ..	15	2,000	2,000
		....	Shimoga ..	37	1,000	1,000
	Arasalu Depot ..	....	Do ..	22		3,000
6. Ayanur ..	Kumsi Dt. Ft. ..	1938-39	Shimoga ..	22	5,000	5,000
	Sudur Plantation area	....	Do ..	20	500	500
7. Shimoga Timber Depot.	Depot Yard to loading Wharf.	....	..	..	..	15,000
	Depot Yard Saw Mill	....	..	..	..	3,000
8. Shimoga Saw Mill.	Depot Yard Crane site	....	..	..	..	80,000
	Saw Mill to	....	Bhadravati ..	..	..	1,000
	Saw Mill Town station, Shimoga.	....	..	..	..	1,500

N.B.—(1) The quantities noted above are approximate.

(2) When the contractor offers to fell and prepare timber in coupes, he should mention the fact in the tender application and quote separate rates for round (barked or unbarked) and square logs.

(3) Preparation and carting charges will be given twice a month on the quantities received in the Depot, on bills passed for by the Range Officer or the Sub-Division Officer as the case may be and supported with the connected depot receipts.

(4) Separate bills should be presented for the quantities pertaining to each month and the claim of more than one month should not be included in the same bill.

P. KRISHNASWAMI RAO,
District Forest Officer.